

R E P O R T

14

TO THE

Western Sanitary Commission,

IN REGARD TO

LEASING ABANDONED PLANTATIONS,

WITH

RULES AND REGULATIONS GOVERNING THE SAME,

BY

J A M E S E . Y E A T M A N ,

President Western Sanitary Commission.



ST. LOUIS:

WESTERN SANITARY COMMISSION ROOMS, NO. 10 NORTH 5TH ST.

1864.

REPORT.

ST. LOUIS, *February 10th*, 1864.

To the Western Sanitary Commission :

GENTLEMEN :

In compliance with your instructions, I proceeded to Washington City and submitted report and suggestions in regard to leasing abandoned plantations, and the employment of Freedmen on same, to the Secretary of the Treasury, to whom the care of abandoned property has been transferred. I met with a kind and prompt reception from the Secretary, who, after a careful examination, in conjunction with Hon. T. D. Eliot, chairman of the House Committee on Emancipation, adopted the suggestions, and requested that I would proceed to Cincinnati and join Mr. Wm. P. Mellen, Supervising Agent of the Treasury for the district in which these plantations were located, and aid in putting the suggestions, so far as practicable, into operation. Regarding it as a matter of importance, I left by the first train for Cincinnati, where I found Mr. Mellen, who, I was gratified to find, was a man eminently qualified, both by head and heart, to take charge of the work entrusted to him. We proceeded at once to Memphis, where we prepared a lease, and the necessary contracts, with rules and regulations, copies of which are annexed. The same were submitted to practical men, whose suggestions were received and freely discussed. That the system adopted is perfect I do not pretend to say, but it is an advance in the right di-

rection and the rights of the Freedman are considered, as well as those of the lessee, and the endeavor has been to do justice to both; time and experience of another year will develop such changes as may be required.

The lessees were necessarily disappointed, having been led to believe that they could employ laborers at the old wages, seven dollars for men and five dollars for women of every age and capacity. There were those who stated that plantations could not be leased, if they had to pay the minimum wages required, say for men graded No. 1, \$25 00; No. 2, \$20 00; No. 3, \$15 00; women of the same grades, \$18 00, \$14 00, and \$15 00; but notwithstanding, when the time for leasing come, there were none that held back on this account.

The Freedmen, or such of them as I had opportunity to communicate with, were well satisfied with the plan proposed, and say that they will labor freely, and that they can support themselves and families at the prices named. My only fear is that we have named too low prices for labor, but as the present high prices for cotton cannot be expected to continue, it is perhaps as well to commence at wages which will not be too high when the price of cotton is reduced to 15 cts. or 20 cts., or even lower. In fact, these wages are no higher than was paid for the hire of slaves when cotton was worth but 10 cts., including food and clothing.

Ample provision is made for such Freedmen as desired to lease ground for themselves. Such as did it last year were eminently successful. I annex a statement of a few account sales of cotton grown by the colored lessees—the sales do not by any means include all grown by them, beside there are many others who leased plantations, or parts of plantations, for which no returns had been rendered.

Cotton grown and shipped from Goodrich's Lunawig, raised by colored men, who leased ground and worked same on their own account:

	Bales.		Bales.
Solomon Johnson.....	7	Edward Maxwell.....	28
Samuel Howard.....	47	Contraband.....	12
Wm. Goodin.....	3	Tom Taylor.....	4
Henry Johnson.....	6	Moses Wright.....	6
Wm. Gibson and Forst.....	5	Chas. Bowman.....	2
Geo. Washington.....	4	Nat Brooks.....	1
York Hardin and J. Hardin.....	4	Alex. Hamilton.....	1
Thomas Taylor.....	1	James Fisher.....	1
Archy Stewart.....	5	Lewis Jackson.....	4
Sam'l Tousey and Son.....	4	Richard Walker.....	1
Peter Boyes.....	2	Lewis White and Charles..	5
	<hr/>		<hr/>
	88		65
			88
			<hr/>
			153

	Bales.	Bales Sold.	Netting.
Silas Stepheny.....	27	6	\$1,401 35
Robert Cookley.....	7	3	790 43
York Horton.....	2	2	504 84
Sancho Lynch.....	75	29	6,897 43
Henry Harris.....	31	9	2,251 69
Sol Richardson.....	10	7	1,642 13
	<hr/>	<hr/>	<hr/>
	152	56	\$13,487 87

	Bales.	Bales Sold.	Netting.
Luke Johnson	11	9	\$2,061 18
Richard Walker.....	5	5	1,247 60
Ben Mingo	14	2	580 61
Wm. Goodin.....	4	4	1,023 94
L. White.....	28	25	5,838 60
	<hr/>	<hr/>	<hr/>
	62	45	\$10,751 93
	152	56	
	153	<hr/>	
		101 sold.	

Whole number of bales raised.....377

Net proceeds of 56 bales sold.....	\$13,487 87
“ “ 45 “ “	10,751 93
	<hr/>
101 “ “	\$24,239 70
Average of 276 “ at \$240.....	66,240 00
	<hr/>
377	\$90,479 70

Agencies for leasing were established at Helena, Skipwith's Landing, Vicksburg, and Natches.

Helena District extends from the mouth of the St. Francis river and opposite to the mouth of the Arkansas river, on both shores of the Mississippi. T. C. Calicot, Agent.

Skipwith's Landing District extends from the mouth of the Arkansas, and opposite to the south line of Carroll Parish, on the Louisiana side, and on the north line of Issaquina county, in Mississippi. A. McFarland, Agent.

The Vicksburg District extends from the south line of Carroll Parish, and north line of Issaquina county, to Grand Gulf, and opposite. C. A. Montross, Agent.

The Natches District extends from Grand Gulf to the mouth of Red river, and opposite. Wm. Burnett, Agent.

Persons wishing information, or desiring to lease lands within these districts, should apply in person to the agents located at the respective points mentioned above. Applications are made by persons desiring to lease for specific plantations, stating location, by whom owned, whether abandoned wholly or partially, number of acres of cleared land, &c.

The agents, as yet, have no plats or registry of lands, other than such as is obtained from those applying. Over six hundred applications have been made for plantations, and parts of plantations, embracing over 400,000 acres of land. Many awards had been made, and others were being made. Where there were more applicants than one for a plantation, parties were notified to appear, and a public leasing was had, and the award made to the highest bidder. I was present, in Vicksburg, at one of those public lettings, where the prices ranged from 1-10 to 8½ cents per pound above the Government rates of leasing, which is 2 cents per pound on all cotton grown on abandoned plantations.

What is now required to insure the perfect success of working the abandoned plantations along the Mississippi, is adequate protection from the Rebel raids; the Rebel authorities have determined to prevent the growing of cotton

at all hazards; already Guerrilla parties have commenced their depredations, frightening lessees, and the Freedmen. In several instances cotton gins have been burnt, and a few negroes carried off, and some outrageous cruelties reported to have been practiced. The removal of all troops from several localities around which lessees had clustered, and Freedmen's camps had been formed, has contributed to heighten the alarm, and to seriously prejudice the whole system. Important military movements necessitated this, and it is important that all other interests should yield to military operations; the crushing out of this Rebellion is paramount to every thing else. The movements, however, are such as will eventuate in more adequate protection to the planting districts, but the lessees and laborers cannot see and understand this—they must have something immediate and tangible. The subject was brought before General Sherman, and the Maine Brigade was asked for, which was promptly granted. It will be necessary to increase the number of men now connected with it, which, with the present Colored Invalid Corps increased to five regiments, will afford all the protection which is required for the planting interests within the districts described, and also protect the commerce of the Mississippi, which is no less important.

Mr. Mellen is now in Washington for the purpose of bringing the subject of adequate protection before the Government, and with the facts which can be presented I doubt not will be acceded to.

Under the present system all who employ labor, whether owners or lessees, are required to contribute one cent per pound on all cotton grown, which is to be applied for the maintenance and benefit of the aged and infirm freed people and motherless children, and the establishment of schools. If the quantity of land applied for should be cultivated, it will yield an income of from \$1,200,000 to \$1,500,000 per annum to be applied to purposes above mentioned, a sum more than sufficient. Those who labor will support them-

selves. Schools can and will be established on every plantation leased where there are children sufficient to justify. Teachers are now being supplied by the various missionary and other educational associations; others if required will be raised and supported out of the fund raised by the one cent contribution. A blessed day will it be when this occurs. The year of jubilee will indeed have come.

The quantity of land applied for will more than employ all the laborers now under our jurisdiction, but those most conversant with the condition of things at the South say that there will be no difficulty on the score of laborers, that thousands will flock in the moment they hear that there is work for them at fair wages. They have a dread of the Freedmen's Camp, in which so many have suffered and died.

Freedmen's Homes have been located and decided on at or near Helena, Natchez, Skipwith's Landing, Milliken's Bend, Goodrich's Landing and Davis' Bend, but too late to gather in the laborers as proposed in time to hire them this year. So laborers will be supplied from present camps, and lessees allowed to gather them up as they best can, and as they come into our lines. All, however, employing laborers will be at the prices and under the rules established.

There are but few men among the laborers, most of them having been carried far into the interior or drafted into the service, so that lessees will have to rely mainly upon the labor of women, unless the Government should establish non-interference by the military with such men as should come in to labor on the plantations. The fear of being drafted into the army is preventing thousands from coming in. Of course all who wish to enlist should be permitted to do so, but not forced against their wills. I trust such a policy will be adopted, as it will give us thousands of laborers for the production of cotton which would otherwise be excluded.

Many planters are taking possession of and working their own plantations under the system adopted by the Govern-

ment. All that is now required is protection—protection against the rebels, and protection against our enlisting officers, who seize upon any able-bodied men that come into our lines, and force them into the ranks as soldiers. If left to themselves, I doubt not that large numbers would voluntarily enter the service; but the course pursued is not only manifestly unjust, but calculated to frighten and keep off thousands who would flock into our lines, and resume their occupation as tillers of the soil, and give us that which the nation stands so much in need of, our armies in the field as well as their wives and families at home—a cheap fabric for clothing.

By a judicious fostering of the system of labor proposed, it will not only relieve the Government of the charge of many thousands of these people, who they are now feeding and maintaining in idleness, and who must if so continued sink into a deeper state of degradation and vice than they were as slaves. With protection, such as is asked for, all will find employment at fair wages, and will be able fully to support themselves, besides putting millions into the treasury in the way of rental, and tax, and duties on cotton. If the number of acres as applied for are planted and the product derived from it as anticipated, a revenue of not less than eight millions may be calculated on. Besides, the country which is now laid waste and desolate will be made to blossom once more as the rose, and yield a rich return to those who are willing to risk something to aid in bringing about these results. But pecuniary gain should be secondary to the good which is to be done to these poor down-trodden people. It will elevate them in the scale of civilization and prepare them to enjoy the rich boon of Freedom which has recently been granted to them.

JAMES E. YEATMAN.

LEASE.

THIS AGREEMENT, made this day of 1864, by and between the United States of America, by William P. Mel-
len, Supervising Special Agent of the Treasury Department,
in the first Agency, and in the State of

Witnesseth, That in pursuance of instructions from the Secretary of the Treasury of the United States, and of orders from the Secretary of War, concerning the leasing of abandoned houses, tenements and lands in States declared in insurrection, the said Agent for in behalf of the United States, agrees, upon the terms hereinafter contained, to lease to the said from the date hereof to the first day of January, 1865, the following described lands and premises, viz :

The said having taken and filed the prescribed oath hereunto annexed, hereby agrees to pay to the said Agent, as rent for the above described lands and premises cents per pound on all cotton, and a proportionate sum upon all other products raised by him, which payment shall be made as provided for, and in pursuance of the Rules and Regulations for leasing Abandoned Plantations, and employing Freedmen, hereunto annexed: and in all cases where freed labor is employed, the said further agrees to contribute or pay to the said Agent the sum of one cent per pound on all cotton, and a proportionate sum on all other products grown on said premises, for the purposes set forth in Section V of said Rules and Regulations.

And the said further agrees that, during the continuance of this lease, he will keep employed one No. 1 man, or the equivalent thereto in men, women or children, as classified in said Rules, for each twelve acres of tillable land occupied by him under this lease, it being hereby agreed that said premises contain acres, and require No. 1 hands, or other equivalent in other grades.

And the said Lessee further agrees to furnish to the persons so employed, suitable tenements, with separate quarters for families who may desire the same; and that to each family of four or more persons he will set apart for their sole use and benefit not less than one acre of ground suitable for garden purposes, and fuel sufficient for the use and

comfort of each family, all of which shall be without charge to such persons or the Government.

Said Lessee hereby further agrees that no freed person shall be employed on the said premises, except under contracts made with such person; and no contract for freed labor shall be valid without the sanction of the Superintendent of the Freedman's Home Farm, who shall in each case designate the proportion of each grade or sex to be employed.

Said Lessee further agrees to pay each freed person so employed according to the terms set out and established in Section X of the said Rules and Regulations.

Said Lessee further agrees to pay at least one-half the amount of the monthly wages during each and every month, said payment to be in cash, food, clothing, or other necessities, at the option of the laborer; all food, clothing, or other articles so furnished to be of good quality, and not to be charged at more than 15 per cent. advance on wholesale invoice prices at St. Louis, Chicago, Cincinnati, or Louisville, or New Orleans for southern products purchased there.

It is further agreed that the parties of this contract shall be subject to the observance of the rules and regulations hereto subjoined.

Signed, sealed, and delivered in presence of—

-----[L. S.]

-----[L. S.]

STATE OF----- }
COUNTY OF----- } ss:

I do solemnly swear that I will bear true faith and allegiance to the Constitution and Government of the United States, any law, constitution or ordinance of any State to the contrary notwithstanding; that I have no part, and will take no part in the existing rebellion against the Government of the United States, and will in no way give aid, comfort or countenance to any person engaged therein; that I will obey and observe all laws of Congress touching slaves and the condition of slavery, and all Proclamations of the President of the United States relating to the same subject, and that I will do what in me lies to induce all others within the circle of my influence to do the same.

Sworn to and subscribed before me this }
-----day of-----186 }

Rules and Regulations for Leasing Abandoned Plantations and Employing Freedmen.

I. Said plantations, or such portions thereof as may be required, will be leased to good and loyal citizens, who have taken the oath subjoined to the foregoing contract.

II. Preference will be given to those wishing small tracts of land.

III. No lessee will be allowed to lease more than one abandoned plantation, and all shall be obliged to furnish satisfactory evidence of ability to stock and cultivate the quantity of land applied for.

IV. Owners of plantations who have taken the prescribed oath may occupy the same, and no charge will be made, except in cases where they employ the labor of freedmen, when payment of one cent per pound will be charged on all cotton grown by them, and a proportionate charge upon all other products of their labor, which will be applied to the support of aged, infirm, and helpless freed people, and for sanitary and educational purposes.

V. On all lands the lessee shall pay a rent of one cent per pound on all cotton, and a proportional charge upon other products grown by him, and in all cases where freed labor is employed, the lessee shall, in addition to the stipulated rents, contribute one cent per pound on all cotton grown by him, and a proportionate sum upon all other products of their labor, to the fund for the support of helpless and aged freed people, for education and other purposes connected therewith.

VI. Freedman's Home Farms shall be established at convenient locations, which shall be under a superintendent appointed for the purpose, and shall be places—

First, Where all freed persons of the respective districts in which they are located, shall be registered and employed, until engaged or hired by other employers.

Second, As homes for the aged and infirm freedmen, and motherless children unable to perform labor.

VII. Planters, farmers, and other employers requiring laborers, shall make application to the Superintendent of the Freedmen's Home Farms, who will furnish such as may be required. Persons employing fathers or mothers, must take with them such children or near relatives as may be dependent upon them, and desire to go.

VIII. All freed persons over the age of twelve years, who are capable of performing labor, will be required to work.

IX. All laborers shall be classified by the Superintendent as follows ; 1. Sound persons from twenty to forty years of age, inclusive, shall be called No. 1 hands. 2. From fifteen to nineteen inclusive, and from forty-one to fifty, inclusive, shall be called No. 2 hands. 3. From twelve to fourteen, inclusive, and over fifty, No. 3 hands. Persons suffering from any physical defect or infirmity, shall be classified by the Superintendent, and wages for them designated.

X. Application for hands shall be made to Superintendents, with certificate or copy of contract showing number of acres leased and hands required. One No. 1 hand, or the equivalent in other grades of hands, shall be employed for every twelve acres of tillable land. The Superintendent to designate the proportionate numbers and grades of each sex to be selected, and the wages of No. 1 males shall be \$25 per month ; No. 2, \$20 ; No. 3, \$15. Nos. 1, 2, and 3 females, \$18, \$14, and \$10.

In case any person employing freed persons to labor on plantation, shall wish to give any of those employed an interest in the profits resulting from the working the same, in lieu of the regular wages above specified, and such persons shall desire to make a contract with the employer for a stipulated portion of such profits in lieu of other wages, it may be done: Provided, however, that all such contracts shall be approved by the Superintendent of the Freedman's Home Farm, at which they are employed, or nearest which they may be located, and also by the Agent of the District, and that one cent per pound on all cotton raised, and a proportionate amount upon other products, shall be contributed for the support of the helpless, as provided in case of stipulated wages, and also that all necessary supplies for the employed shall be furnished to them by the employer, upon the same terms, and subject to the same conditions as in cases of payment of the regular wages above provided for.

XI. When lessees wanting laborers shall have made their selections, lists shall be prepared, and the employer and

employee shall each sign a contract in duplicate in presence of a witness, one copy of which shall be retained and filed by the Superintendent.

XII. At the end of the year or period of time for which such contract shall be made, the lessee shall return the hands to the Farm from which they were taken, or account for them, and a full settlement shall then be made, he paying to his hands in cash such balance as may be due; and no cotton shall be sold or shipped without previous written permit of the Special Agent of the District, or the certificate of the Superintendent of the Farm from which they were hired, that wages have been fully paid.

XIII. Lessees shall provide, without charge, good and sufficient quarters for laborers employed, a separate tenement for each family, with proper regard for sanitary conditions, a sufficient supply of food, one acre of ground to each family of four or more persons and also to others requiring it, in same proportion.

XIV. The lessee shall provide and keep on hand a sufficient supply of wholesome food, and suitable clothing for the employees and their families, which shall be sold to the laborers at the wholesale cost price, and fifteen per cent. thereon, keeping an account of the items with each laborer, which account shall be settled and approved by the Superintendent at the close of the year, at which time the balance due shall be paid. All accounts and invoices shall be open to inspection of the Superintendent and to the Special Agent of the District at all proper times.

XV. Laborers to be paid for full time unless they shall be sick, or voluntarily neglect to work. In cases of such sickness or neglect, the employer may report it to the Farm Superintendent within ten days after the end of the month, who, upon being satisfied of such sickness or neglect, shall endorse the proper deduction therefor upon the contract. In case a person fails to labor as contemplated by the contract, the Superintendent upon being satisfied of the fact, shall receive him or her back at the Farm, and cancel the contract, upon payment by the employer of the amount properly due. Should a hand quit voluntarily, without consent of lessee, before the end of the term, the balance of wages to be forfeited, half to the employer, and half to the Government.

XVI. Where the lessee fails to furnish a proper supply of food or clothing, or does not furnish proper quarters, or overtasks his laborers, or otherwise abuses them, or violates

his agreement, they shall have the right to appeal to the Superintendent, who may have the same corrected, by declaring the contract forfeited, and taking possession of the land, or by releasing the employees from their contract, in which latter case the lessee shall be required to pay all wages due, and shall be held responsible for half wages until other employment for the released employees can be obtained.

XVII. There shall be employment provided on the Freedman's Home Farms, for all who are able to work, for which no wages shall be paid; food and clothing being considered as an equivalent therefor; the labor performed being for the benefit of the occupants of the Farm, and the general good. The Superintendent may establish such rules for police and other purposes, as may be proper in conducting the Farm, and governing the persons connected therewith.

XVIII. Lessees shall only be required to pay half the monthly wages, either in money, provisions, or clothing, until the crops are sold. The first lien upon the crops shall be for the wages of the laborer, and provision will be made by the Superintendent, to secure the prompt payment of same.

XIX. The Supervising Agent, or such officer as shall be designated by him for that purpose, will from time to time examine invoices and accounts of lessees, and see that the rules are complied with.

XX. The use of the lash, paddle, and all other cruel modes of punishment shall not be permitted or inflicted by lessees, or any one in their employment, upon the persons of any of the employees or their families.

XXI. Schools will be established in convenient localities, and all children between the ages of six and twelve years shall be required to attend them.

XXII. Persons desiring to employ mechanics, wood-choppers, or other laborers, must apply to the Superintendent of the Freedman's Home Farm, and all contracts for such labor shall be subject to his approval.

XXIII. All persons living together as husband and wife shall be legally married; they shall assume a family name, and Registers of marriages, births, and deaths shall be kept by the Superintendents, to whom the same shall be reported by the employers. And also the names and location of all employers, together with the names of the persons employed by them, and of those living with them.

XXIV. All persons taking leases, either by bid at a pub-

lic letting, or without competition, will be required to work the hands awarded to them under their own supervision or that of a substitute accepted by the proper Assistant Special Agent or Superintendent of a Freedman's Home Farm, and no transfer will be permitted or recognized in which an assignee shall pay, or agree to pay, a bonus.

WM. P. MELLEN,
Supervising Special Agent, First Agency.

THIS CONTRACT, made this — day of —, 186 , between —, employer, and —, freed laborers.

WITNESSETH: That said — agrees to employ said laborers on his — from the — day of —, 1864, to the — day of —, 186 , on the terms prescribed in the code of Rules and Regulations for leasing abandoned property, and hiring freed men; and the said laborers agree to be diligent and faithful hands while in his employ; it being understood and agreed that this Contract is subject to the provisions of said code, by which all parties hereto agree to be governed.

In presence of—

—, }
—, }

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